

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and University of Montana, (CONTRACTOR) enter into this Contract (06-018-ACCD). The parties names, addresses, telephone numbers are as follows:

Montana Department of Corrections
Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

University of Montana
School of Social Work
32 Campus Drive
Missoula, Montana 59812
(406) 243-4523

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

- 2.1 CONTRACTOR agrees to provide the services of one assistant professor (Timothy Conley, Ph.D.) and one associate professor (David Schantz, Ph.D) to render to the DEPARTMENT program evaluation services.
- 2.2 Utilization of interview and survey research methods will be deployed by the CONTRACTOR as well as focus groups with staff and others to assess the current state of program documentation. The ultimate goal is to establish efficient data collection and reporting methods that can be implemented by the DEPARTMENT over an extended period of time that enables the ongoing reporting of data that can be used to verify/improve program effectiveness, resource acquisition, and contract monitoring.
- 2.3 It is understood by both parties that evaluation will require close, ongoing communication between the evaluators and programs and will require the cooperation of DEPARTMENT personnel in establishing and maintaining reliable data streams that can be incorporated in analysis. It is customary in program evaluation processes that ongoing needs and shifting understandings may occasionally lead to new directions of inquiry. The CONTRACTOR and DEPARTMENT understand that this evaluation process will also require close sustained communication on all parts and both accept this responsibility.
- 2.4 Evaluation activities by the CONTRACTOR within the first year will include the following followed by estimated dates of completion:
 - 2.4.1 Determination of the evaluability of the DEPARTMENT'S Prerelease Center programs and associated community review intake panels. This includes assessing the condition of records and state of flux of the different programs. (1/1/06)
 - 2.4.2 Interviews with providers and other key stakeholders to establish goals of evaluation and data streams. (10/1/05)
 - 2.4.3 Identification of readily available data within existing DEPARTMENT records and additional data points needed for efficient outcome measurement. (9/1/05)

- 2.4.4 Verification of treatment modality implementation with regard to validity and reliability. (7/1/06)
- 2.4.5 Recommendations to the DEPARTMENT and contracting agencies regarding additions/changes in data collection methods, treatment modality implementation measurement and reliability on an ongoing basis. (1/1/06, 4/1/06, 7/1/06)
- 2.4.6 Reviewing and gathering data from a representative sample of the DEPARTMENT'S previous offender records dating back one year from the start of the contract. (4/1/06)
- 2.4.7 Creation, establishment and maintenance of a master data set file and other ancillary data files as needed for information management. (7/1/06)
- 2.4.8 Establishment of protocols and procedures for regularly transferring data between DEPARTMENT programs and the evaluators. (7/1/06)
- 2.5 Evaluation activities within the second year will build on the first year foundation and assume that conditions within prerelease programs are found to be amenable to evaluation as outlined above. Second year activities will include:
 - 2.5.1 Continuing assistance to the DEPARTMENT and contracting agencies in defining and measuring treatment modalities being used. (6/30/07)
 - 2.5.2 Insuring offender record/assessment instruments (with any agreed modifications) are in place for use with intake, participation, and discharge and that they are being used reliably. ((10/1/06)
 - 2.5.3 Ongoing generation and collection of valid data streams that allow for tracking of offender outcomes following discharge. (7/1/06 – 6/30/07)
 - 2.5.4 Assisting DEPARTMENT personnel in linking outcome data of individual offenders with variables of interest; allowing offender, community, and program/treatment variables to be associated with various degrees of success/recidivism for different classifications of offenders. (10/1/06)
 - 2.5.5 Initial comprehensive analysis of data and written report of findings to DEPARTMENT in time for use in spring 2007 legislative reporting/budget cycle. (10/1/06).
 - 2.5.6 Expert testimony to state legislative bodies and the DOC Advisory Committee as directed by DEPARTMENT Staff. (10/1/06 – 6/30/07)
 - 2.5.7 Continued data collection monitoring of DEPARTMENT program variable measurement/data collection consulting, and reporting to DEPARTMENT as needed through June 30, 2007.
- 2.6 Furthermore, the CONTRACTOR agrees:
 - 2.6.1 To provide DEPARTMENT with regular quarterly written summary reports of activities, findings, and recommendations. These reports will reflect the process of the evaluation as outlined above and will be given in correspondence with work through the following

dates: October 1, 2005; January 1 2006; April 1, 2006; July 1, 2006; October 1 2006; January 1, 2007; March 1, 2007; June 30, 2007.

- 2.6.2 To provide Graduate student assistants who will render up to 1,000 hours of work to the DEPARTMENT under the supervision of the CONTRACTOR.
- 2.6.3 To provide the use and support of the CONTRACTOR's office space, equipment including telephone, fax, photocopier) and supplies to the extent required to fulfill the responsibilities of this contract.
- 2.6.4 That offender records contain confidential information that **shall not** be disseminated to the general public or other persons that do not have a legitimate interest in assisting the CONTRACTOR and DEPARTMENT in attaining the goals of this Contract. Failure to comply with this requirement may result in termination of this Contract.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate the CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. During Fiscal Year 2006 (July 1, 2005 through June 30, 2006) DEPARTMENT agrees to pay CONTRACTOR a sum of **\$47,483.00** (forty seven thousand four hundred eighty three and 00/100 dollars). CONTRACTOR shall invoice DEPARTMENT for \$23,741.50 on August 15, 2005 and \$23,741.50 on January 1, 2006. These payments constitute the entire amount of compensation [excluding travel] to be paid to the Contractor during the first year of the contract.
- B. During Fiscal Year 2007 (July 1, 2006 through June 30, 2007) DEPARTMENT agrees to pay CONTRACTOR a sum of **\$30,590.00** (thirty thousand five hundred ninety and 00/100 dollars). CONTRACTOR shall invoice DEPARTMENT for \$15,295.00 on July 1, 2006 and \$15,295.00 on January 1, 2007. These payments constitute the entire amount of compensation [excluding travel] to be paid to the Contractor during the second year of the contract.
- C. Compensation delineated in part A and B above is inclusive of all salaries and benefits for the professors and graduate assistants and all materials – excluding travel - utilized for this Contract.
- D. Travel between the CONTRACTOR's primary location and the DEPARTMENT's various program sites will be reimbursed by the DEPARTMENT - with the exception of the cost of travel to the Missoula Prerelease center, which will be borne by the CONTRACTOR. The estimated cost of travel for both years includes 3 trips to each of 4 prerelease centers at a total cost not to exceed \$2,153.00 during the contract period (See attached **Travel Estimate worksheet A**).
- E. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.
- F. DEPARTMENT may withhold payment to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this contract.
- G. The Contract number must be referenced on all invoices and correspondence pertaining to this contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility or private non-profit prerelease center, necessitating the use of DEPARTMENT or prerelease facilities and equipment including, but not limited to, access to staff, inmate records, inmates, work space within a correctional facility, telephone and photocopy service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on August 1, 2005, or upon final signature and shall terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period of time not to exceed a total of one (1) additional year.

6. LIAISONS AND NOTICE

- A. Mike Ferriter, Community Corrections Division Administrator (444-4913) and Michelle Jenicek, Contract Programs Manager (444-4910) 1539 11th Avenue, Helena MT 59620-1301 or successors serve as DEPARTMENT liaisons. Gary Willems, Contracts Manager (444-4941) is the administrative contact for DEPARTMENT.
- B. Timothy B. Conley, Ph.D., Assistant Professor and David Schantz, Ph.D. Associate Professor, School of Social Work, 32 Campus Drive, Missoula MT 59812-1584 (243-5557) serve as CONTRACTOR liaisons. Robert Pfister, Office of Research and Sponsored Programs, University Hall 202, The University of Montana, Missoula MT 59812-4104, (243-4786) is the administrative contact for CONTRACTOR
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be jointly owned by the CONTRACTOR and the DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

It is understood that the Contractors are currently employees of the University of Montana and as such are covered by workers compensation. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR and graduate student interns working under this contract, shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to:

9. **HOLD HARMLESS AND INDEMNIFICATION**

- A. Both parties agree to protect, defend, and indemnify the other party, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the other parties employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the other party and/or its agents, employees, representatives, assigns, subcontractors under this agreement.

10. **INSURANCE**

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, graduate student interns, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

11. **ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract is subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party’s pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17 CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18 LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

20. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

21. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURES

DEPARTMENT

Mike Ferriter, Administrator
Adult Community Corrections Division

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

CONTRACTOR

Timothy B. Conley Ph.D.
School of Social Work

Date

David Schantz, Ph.D.
School of Social Work

Date

Robert Pfister, Sponsored Programs Assistant
Manager for The University of Montana

Date

Attachment A

Travel Worksheet

Missoula to Billings = 344.4; 688.8 round trip X 3 trips =	2064 miles
Missoula to Butte = 118; 236 round trip X 3 trips =	708 miles
Missoula to Great Falls = 204; 408 round trip X 3 trips =	1224 miles
Missoula to Helena = 113; 226 round trip X 3 trips =	678 miles
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Total estimated miles =	4674
@ .405 per mile = total estimated travel miles cost:	\$1,893.00
Additional travel costs: 3 nights hotel 61.00 + 4%	191.00
3 days meals 23.00 per day	69.00
Total estimated travel costs	\$2153.00